

Solicitation Response(SR) Dept: 0310 ID: ESR10141900000002375 Ver.: 1 Function: New Phase: Final

Modified by batch , 10/15/2019

Header  1



General Information Contact Default Values Discount Document Information

<b>Procurement Folder:</b> 624755	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000210569	<b>SO Doc ID:</b> DNR2000000016
<b>Legal Name:</b> ALPHA TECHNOLOGIES INC	<b>Published Date:</b> 10/4/19
<b>Alias/DBA:</b>	<b>Close Date:</b> 10/15/19
<b>Total Bid:</b> \$343,456.80	<b>Close Time:</b> 13:30
<b>Response Date:</b> 10/14/2019	<b>Status:</b> Closed
<b>Response Time:</b> 16:59	<b>Solicitation Description:</b> Addendum No. 02 - Tygart Lake State Park Wi-Fi Services
	<b>Total of Header Attachments:</b> 1
	<b>Total of All Attachments:</b> 1



**State of West Virginia  
Request For Quotation**

**Procurement Folder :** 624755

**Document Description :** Addendum No. 02 - Tygart Lake State Park Wi-Fi Services

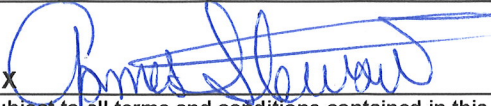
**Procurement Type :** Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-10-04	2019-10-15 13:30:00	ARFQ 0310 DNR2000000016	3	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b> <i>Alpha Technologies</i> <i>4003 Overlook Drive</i> <i>Hurricane, WV 25506</i> <i>304-721-8987</i>

**FOR INFORMATION CONTACT THE**

James H Adkins  
 (304) 558-3397  
 jamie.h.adkins@wv.gov

Signature X  FEIN # *550774279* DATE *10-14-19*

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 02 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO	SHIP TO
SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV26354-9741 US	SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Monthly Recurring Cost	48.00000	MO	<i>\$7,155.35</i>	<i>#343,456.80</i>

Commodity Code	Manufacturer	Model #	Specification
81112100			

**Extended Description**

Monthly Recurring Cost for internet services as per attached specifications.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Non-mandatory Pre-bid Meeting at 10am	2019-09-12
2	Technical Questions Deadline at 9am	2019-09-17

DNR2000000016	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 02 - Tygart Lake State Park Wi-Fi Services	<b>Page 3 of 3</b>
---------------	--------------------------------	---	------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

~~James Stewart~~ - Client Executive  
(Name, Title)

James Stewart - Client Executive  
(Printed Name and Title)

4003 Overlook Dr Hurricane, WV 25526  
(Address)

304-721-8987 - 304-201-2610  
(Phone Number) / (Fax Number)

jstewart@alpha-tech.us  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Alpha Technologies  
(Company)

~~James Stewart~~ - Client Executive  
(Authorized Signature) (Representative Name, Title)

James Stewart - Client Executive  
(Printed Name and Title of Authorized Representative)

10-14-19  
(Date)

304-721-8987      304-201-2610  
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Alpha Technologies

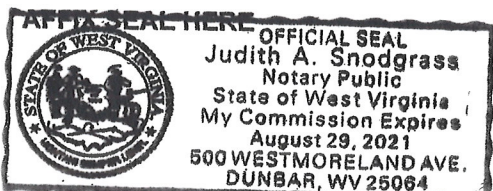
Authorized Signature: [Signature] Date: 10-14-19

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 14th day of October, 2019.

My Commission expires Aug 29, 2021.



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION  
WEST VIRGINIA DIVISION OF NATURAL RESOURCES - STATE PARKS AND REC  
TYGART LAKE STATE PARK - MANAGEMENT OF INTERNET SERVICES

Exhibit A: Pricing Page

Instructions: Enter amounts for monthly recurring cost and the total cost for forty-eight (48) months.

Physical Location	Monthly Recurring Cost	Quantity	Total Cost for 48 Months
Tygart Lake State Park, 1240 Paul E. Malone Road, Grafton, WV 26354	\$ 7,155.35	48	\$ 343,456.80

Alpha Technologies

Vendor



Authorized Vendor Signature

10-14-19

Date

**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – STATE PARKS AND REC**  
**TYGART LAKE STATE PARK – MANAGEMENT AND DISTRIBUTION OF**  
**EXISTING INTERNET SERVICES**

---

**9. VENDOR DEFAULT:**

9.1. The following shall be considered a vendor default under this Contract.

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

10.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** James Stewart

**Telephone Number:** 304-721-8987

**Fax Number:** 304-201-2610

**Email Address:** jstewart@alpha-tech.us



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR20\*16

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

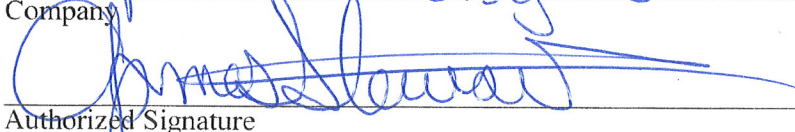
Addendum Numbers Received:

*(Check the box next to each addendum received)*

<input checked="" type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input checked="" type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alpha Technologies  
Company

  
Authorized Signature

10-14-19  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.